

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
EASTERN DIVISION**

VFS LEASING CO.	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION NO.
vs.	)	3:06cv638-SRW
	)	
G.F. KELLY, INC. d/b/a KELLY	)	
TRUCKING; and GUY KELLY,	)	
	)	
Defendants	)	

**CONSENT JUDGMENT**

G.F. Kelly, Inc. d/b/a Kelly Trucking and Guy Kelly (collectively "Kelly Trucking"), the defendants herein, do hereby confess judgment in favor of plaintiff VFS Leasing Co. ("VFS") in the amount of \$320,000.00 and hereby authorize this Court to enter judgment for said amount against them and in favor of VFS. Kelly Trucking admits that the total amount of \$320,000.00 includes its unpaid debt for the lease of tractor-trailers provided by VFS. Kelly Trucking acknowledges that this is a just debt and obligation and that Kelly Trucking assents to the entry of this Consent Judgment against Kelly Trucking in the amount and under the terms provided herein, and enters in this Consent Judgment in settlement of amounts owed to VFS.

As set forth in the Settlement Agreement and General Release entered into by Kelly Trucking and VFS in this action (the "Settlement Agreement"), VFS will refrain from filing in the probate records, enforcing, levying, or executing upon this Consent Judgment until such time as Kelly Trucking is in default as that term is defined in the Settlement Agreement, at which time VFS will have the right to all Remedies provided to it in the Settlement Agreement.

Beginning on the tenth (10<sup>th</sup>) day after default as that term is defined in the Settlement Agreement, VFS may, in its sole discretion, accelerate the debt due hereunder and shall so notify Kelly Trucking by U.S. Mail to: 1 Main Street, Post Office Box 29, Wadley, Alabama 36276, and require payment of the total amount due under this Consent Judgment, plus reasonable attorney's fees, costs, and post judgment interest from the date of the entry of this Consent Judgment, less any payments made through the date of default by Kelly Trucking pursuant to the terms of the Settlement Agreement. Any decision by VFS not to accelerate the debt due shall in no way constitute a waiver by VFS of its right to accelerate.

Kelly Trucking acknowledges that it has had the opportunity to consult with counsel in the execution of this Consent Judgment and authorizes the entry of judgment as specified above and voluntarily, intelligently, and knowingly waives notice and hearing.

DATED this 2 day of August, 2007.

STATE OF ALABAMA  
COUNTY OF Randolph

G.F Kelly Inc.  
Guy F. Kelly  
G.F. Kelly, Inc. d/b/a Kelly Trucking

By: G. Kelly  
Its: President

I, the undersigned authority in and for said County in said State, hereby certify that  
Guy F Kelly is known to me and acknowledged before me on  
this day that he, in his capacity as President of G.F. Kelly, Inc. d/b/a Kelly Trucking and  
with full authority, executed the same voluntarily for and as the act of said corporation on the  
day the same bears date.

Given under my hand and seal this the 2nd day of August, 2007.

Kathleen W. Newman

Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 20, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA  
COUNTY OF JEFFERSON

  
VFS Leasing Co.

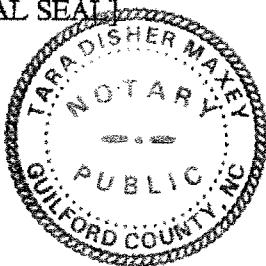
By: Nicholas J. Jones

Its: Vice President, Retail Operations

I, the undersigned authority in and for said County in said State, hereby certify that Nicholas J. Jones is known to me and acknowledged before me on this day that he/she, in his/her capacity as VP-Retail Ops of VFS Leasing Co., and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the 2 day of August, 2007.

[AFFIX NOTARIAL SEAL]



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TRUCKING; and GUY KELLY,	)	
	)	
Defendants	)	

**ORDER**

In accordance with the agreement of the parties set forth above, it is ORDERED, ADJUDGED and DECREED that plaintiff VFS Leasing Co. have and recover of defendants G.F. Kelly, Inc. d/b/a Kelly Trucking and Guy Kelly the sum of \$320,000.00, plus interest, costs, and attorney's fees as provided herein.

It is further ORDERED, ADJUDGED and DECREED that the agreement of the parties as set forth above is the judgment and decree of this Court.

It is finally ORDERED by the Court that payment of the proceeds of the judgment and costs herein shall be made directly to the attorneys of record for the plaintiff and that, upon receipt thereof, the attorneys of record for the plaintiff will satisfy said judgment on the records of this Court.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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The Honorable Susan R. Walker  
Magistrate Judge